Dept Head's Signature





TOWN OF LAUDERDALE-BY-THE-SEA

AGENDA ITEM REQUEST FORM

Municipal Services Director

Department Submitting Request

						U
x	Commission Meeting Dates	Last date to turn in to Town Clerk's Office	Commission <u>Meeting Dates</u>	Last date to turn in to Town Clerk's Office	Commission Meeting Dates	Last date to turn in to Town Clerk's Office
	Nov 10, 2009	Oct. 30 (5:00 p.m.)	☐ Jan 26, 2010	Jan 15 (5:00 p.m.)	March 23, 2010	Mar 12 (5:00 p.m.)
	Dec 1, 2009	Nov 20 (5:00 p.m.)	Feb 9, 2010	Jan 29 (5:00 p.m.)	April 13, 2010	April 2 (5:00p.m.)
	Dec 8, 2009	Nov 25 (5:00 p.m.)	Feb 23, 2010	Feb 12 (5:00 p.m.)	April 27, 2010	April 16 (5:00p.m.)
	Jan 12, 2010	Dec 31 (5:00 p.m.)	☐ Mar 4, 2010	Feb 19 (5:00p.m.)	May 11, 2010	April 30 (5:00p.m.)
	URE OF CNDA ITEM		Presentation Report Consent Agenda Bids	Resolution Ordinance Public Hearing Old Business		New Business Manager's Report Attorney's Report Other

SUBJECT: Award of Bid for Annual Electrical Maintenance Services. ITB# 10-03-01

EXPLANATION: At the direction of the Town Commission, the annual service contracts for electrical services and street light maintenance were rebid rather than renewed for a second year. The invitation to bid was issued on March 10, 2010 and bids were opened on April 8, 2010. The eight bids received are shown on the attached bid tabulation sheet (Attachment 1). The ITB# 10-03-01 with the information for the apparent low bidder, Universal Electric of Florida, Inc., is attached (Attachment 2). The term for this contract (Section 8, page 15) is two (2) years with the Town having the option to renew for one (1) additional year at the same terms and conditions.

For the last eight months we have expended \$21,134 for electrical and street light maintenance of which about 60% (\$8,715) is for electrical services. At the current rate of spending, we estimate the fiscal year total to be about \$20,000 for electrical services.

Staff checked Myflorida.com and found no complaints listed for this firm. We also checked with several building officials, which did not know of any complaints. In addition, staff spoke with two of the firm's references and received positive comments.

STAFF RECOMMENDATION: Recommend award of the electrical services annual contract to the low bidder, Universal Electric of Florida, Inc.

BOARD/COMMITTEE RECOMMENDATION: N/A

Item No.	



TOWN OF LAUDERDALE-BY-THE-SEA

AGENDA ITEM REQUEST FORM

	Department Submittin					Dept Head's Signature	
FISC	CAL IMPACT AND APPR	OPR)	IATION OF FUI	N.	NDS: Funds budgeted or	recovered from special events.	
	Amount \$ Transfer of funds required Bid		From Acct #		Amount represents matc		
Town	n Attorney review required Yes 🔀 No					Town Manager's Initials:	C)A

ELECTRICAL MAINTENANCE INVITATION TO BID #10-03-01

FEGULAR HOURLY RATE	Universal Electric of Florida, Inc.	Imperial Electrical, Inc.	Horsepower ElectricsI, inc.	Al Siefert Electric	Mills Electric Service, Inc.	Davco Electrical Contractor s Corp.	Florida Electric Contracting Service Inc.	Langer Electric Company
DUDING RECHIAR RUSINESS HOURS.								
DURING REGULAR BUSINESS HOURS: JOURNEYMAN HELPER	\$ 34.75 \$ 22.75	\$ 40.00 \$ 25.00	\$ 85.00 \$ 65.00	\$ 85.00 \$ 65.00	\$ 65.00 \$ 45.00	\$ 55.00 \$ 40.00	\$ 45.00 \$ 38.50	\$ 65.00 \$ 55.00
AFTER REGULAR BUSINESS HOURS:								
JOURNEYMAN HELPER	\$ 17.00 \$ 11.00	\$ 15.00 \$ 10.00	\$ 90.00 \$ 70.00	\$ 127.50 \$ 97.50	\$ 30.00 \$ 20.00	\$ 82.50 \$ 60.00	\$ 75.00 \$ 57.75	\$ 97.50 \$ 85.00
DURING HOLIDAYS OUTLINED IN THE CONTRACT:								· ·
JOURNEYMAN HELPER	\$ 14.45 \$ 10.00	\$ 15.00 \$ 10.00	\$ 90.00 \$ 70.00	\$ 170.00 \$ 130.00	\$ 45.00 \$ 30.00	\$ 82.50 \$ 60.00	\$ 75.00 \$ 57.75	\$ 130.00 \$ 110.00
MARK-UP ON MATERIALS AT COST:	15%	15%	15%	30%	20%	10%	28%	25%
HOURLY RATE FOR THE USE OF A 40' LIFT TRUCK	\$ 30.00	\$ 40.00	\$ 25.00	*	\$ 45.00	\$ 40.00	\$ 35.00	\$ 95.00

*Note: ITB stated-please refer to Lighting Management's Bid (\$25.00)

REVIEWED BY:

KAOLA KING

DATE:

4/12/2010

Director of Finance and Budget

Universal Electric of Floirda, INC.
6784 NW 17th Ave
Ft. Lauderdale, FL 33309
(954)-484-5233 (Tel)
(954)-484-5487 (Fax)

Town of Lauderdale by the Sea ITB# 10-03-01

Copy 1 Bid Document

ELECTRICAL MAINTENANCE SERVICES AGREEMENT 2010

ISSUE DATE: MARCH 10, 2010

ITB # 10-03-01

MAIL OR DELIVER BIDS TO:

JUNE WHITE, TOWN CLERK

TOWN OF LAUDERDALE-BY-THE-SEA

4501 OCEAN DRIVE

LAUDERDALE-BY-THE-SEA, FLORIDA 33308

(954) 776-0576

BIDS MUST BE RECEIVED NO

LATER THAN: 2:00 P.M. April 8, 2010

Bid Opening 2:00 P.M.



INVITATION TO BID ITB # 10-03-01

Sealed Bids for the Electrical Maintenance Services Agreement 2010 will be received at the office of the Town Clerk. Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida, 33308 until 2:00 p.m., local time, on the 8th day of April, 2010, and will be publicly opened and read soon thereafter. Any bids received after the time and date specified will not be considered. Bid packets may be obtained at the office of the Town Clerk, 954-776-0576.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of electrical maintenance services for electrical equipment and systems specified in the contract documents.

SunSentinel: March 21, 2010

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-97	34	Λ
~:) (1/

To: All Prospective Bidders:

Town of Lauderdale-By-The-Sea Bid for Electrical Maintenance Services 2010 contains the following documents:

Part 1 Bid Requirements and Information

Invitation to Bid	1
Electrical Maintenance Services Bid Form	2
Specifications	
Electrical Maintenance Services Bid9-1	1
Statement of No Bid	3

Part 2 Agreement Forms

Electrical Maintenance Services Agreement	16
Sample Work Order	
Anti-Kickback Affidavit	20
Public Entity Crimes Form	21

Please review your bid package to ensure that it contains all of these documents. For further information pertaining to this Electrical Maintenance Agreement or to obtain copies of any missing document(s), please call (954) 776-0576.

If your firm determines that a "No Bid" response is required, please complete and return the "Statement of No Bid". Firms submitting a bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Electrical Maintenance Services Form, Electrical Service Contract Rates Form, Experience of Bidder Form, Anti-Kickback Affidavit, Public Entities Crimes Form, and all licenses required.

PART 1

BID REQUIREMENTS <u>AND</u> INFORMATION

INVITATION TO BID

Sealed Bids for the Electrical Maintenance Services Agreement 2010, addressed to the Town of Lauderdale-By-The-Sea (the "Town"), will be received at the office of the Town Clerk, Town of Lauderdale-By-The-Sea, Florida, 33308 until 2:00 p.m., local time, on the 8th day of April, 2010, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

The project consists of furnishing the necessary equipment, labor, and materials for the performance of electrical maintenance and electrical repair services for the Town's electrical equipment and systems.

One (1) original and (3) copies of the bid are to be enclosed in a sealed envelope clearly marked on the outside "ELECTRICAL MAINTENANCE SERVICES AGREEMENT 2010 ITB #10-03-01" and delivered to:

JUNE WHITE, TOWN CLERK
TOWN OF LAUDERDALE BY-THE-SEA
4501 OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FLORIDA 33308

Each Bid must be submitted on the prescribed forms:

Within ten (10) calendar days after the Notice of Award, the successful bidder will be required to furnish documentation showing compliance with the licensing requirements of the Code of Ordinances of the Town, the State of Florida and applicable federal law. Compliance with these provisions is a prerequisite to execution of the contract. Specifically, within ten (10) calendar days after the Notice of Award, the successful bidder must demonstrate that they meet the requirements stated herein.

1. LICENSES

All licenses or certificates required by federal, state or local statutes or regulations and applicable to performance as required must be in full force and in effect and evidence thereof shall be provided to Town.

2. DOCUMENTATION

Bidder must have evidence of: i) a valid Certificate of Competency issued by the Director of the Town Building and Zoning Department, and ii) all applicable state and local licenses required to perform pursuant to the bid, including, without limitation, any licenses listed below. All the foregoing shall be maintained throughout the contract term.

BONDS AND INSURANCE

All bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

4. QUALIFICATIONS

Before a contract will be awarded for the work contemplated herein, the Town may, at its option, conduct such investigation as is necessary to determine the performance record and ability of the bidder to perform the type and magnitude of work specified herein. Upon request, the bidder shall submit such information as deemed necessary by the Town to evaluate the bidder's qualifications.

5. REJECTION OF BIDS

For information concerning the scope of the work, contact Don Prince, Municipal Services Director, Town of Lauderdale By-The-Sea, telephone: (954) 776-0576.

The Town may reject bids for any reason, including without limitation:

- (a). for budgetary reasons, or,
- (b). if the bidder mis-states, conceals, or omits any material fact in the bid, or,
- (c). if the bid does not strictly conform to the law or is non-responsive to the request bid requirements, or,
- (d). if the bid is conditional, or,
- (e). if a change of circumstances occurs making the bid unnecessary to the Town. The Town may also waive any minor informalities or irregularities in any bid.

6. PREPARATION OF BIDS

Bids will be prepared and provided in accordance with the following:

1. Bids must be submitted on the forms furnished. Facsimile and electronic mail bids will not be considered. Other forms will be rejected.

- 2. All information required by the bid form shall be furnished. The bidder shall print or type his/her name and provide the original signature of an individual authorized to bind bidder on the Services Agreement Form
- 3. Bidder shall thoroughly examine and complete the entire bid.
- 4. All bids shall be submitted in original plus three (3) copies, and in sealed envelopes.
- 5. Bidders are advised that all Town contracts are subject to legal requirements provided for in the Town Code and all other applicable law. The Town is not bound until the appropriate contract is executed by Town and approved by legal counsel of Town.

7. DESCRIPTION OF SUPPLIES

Any manufacturers name, trade name, brand name, or catalog number used in the documents are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE UNLESS SO STATED. Bids will be considered for any brand which meets the quality of the specifications for any item used. All materials supplied by Contractor must be new, first rate quality, and up to the standard customarily used in the industry.

8. SUBMISSION OF BIDS

Bids shall be enclosed in sealed envelopes addressed to the Town Clerk, Town of Lauderdale-By-The-Sea. The name and address of the bidder, the date and hour of the bid opening and the bid title should be placed on the outside of the envelope.

Unless otherwise indicated, all bids received may be awarded on partial or full basis.

9. WITHDRAWAL OF BID

Bids may be withdrawn prior to the time set for bid opening. Such request must be in writing, addressed to the Town Clerk.

10. LATE BIDS OR MODIFICATION

Bids and modifications received after the time set for the bid opening will not be considered. Modifications in writing received prior to the time set for the bid opening will be accepted, provided they are in conformance with all requirements set forth herein.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and any subsequent contract(s) including, but not limited to:

- 1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable.
- 2. Minority Business Enterprises (MBE), as applicable.
- 3. Occupational Safety and Health Act (OSHA), as applicable.

12. INSURANCE REQUIREMENTS .

Contractor shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' compensation insurance, employer's liability insurance, and comprehensive liability insurance as indicated below:

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med Expense (any one person)	\$5,000.00

The policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect the Town and the Town of Lauderdale By-The-Sea Commissioners by naming said as additional insured under the Comprehensive Liability Insurance Policy. Contractor shall provide to Town a Certificate of insurance or a copy of all insurance policies required by Town. Town reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that Town shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

13. COLLUSION

The bidder, by affixing his/her signature to his/her/its bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

14. VARIANCE IN CONDITIONS

Any	and	ali	special	conditions	and	specifications	attached	hereto	as	an	Exhibit	shall
gove	ern o	ver	the prov	visions her	ein.	Exhibits attach	ed:			•	_,,,,,,,,,,	•

15. APPROPRIATIONS CLAUSE

If performance of the contract or delivery extends beyond the current fiscal year (which ends on September 30) the contract shall be contingent upon the availability of funds appropriated for such purposes in the Town's annual budget for the next succeeding fiscal year.

16. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

If any person contemplating submitting a bid is in doubt as to the meaning or interpretation of the specifications or any provision hereof or the bid documents or any part thereof, he may submit to the Town Clerk on or before five (5) calendar days prior to the scheduled opening, a request for information. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretations provided, if made, will be made only by addendum duly issued. The Town will attempt to provide a copy of such addendum to each person receiving the Invitation to Bid. The Town will not be responsible for any other explanation or interpretation prior to the award of the contract. Any objection to the specifications and requirements as set forth in the bid must be filed in writing with the Acting Municipal Services Director on or before five (5) calendar days prior to the scheduled opening.

17. DISCOUNTS:

- A. Bidder may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest cost for bid evaluation. Bidders are encouraged to reflect cash discounts in the unit price quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

18 AWARD OF CONTRACT:

- A. The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the Invitation To Bid, is most advantageous to the Town, prices and other factors considered.
- B. The Town reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the bidder qualifies his bid by specified limitations

- C. If two cr more bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded to the bidder that maintains an office inside the Town limits. When no bidder maintains an office within the Town, an office maintained within Broward County will be the determining factor. When neither condition exists, bids for identical amounts will be determined by the drawing of lots in public by the Town Clerk.
- D. Prices quoted must be f.o.b. Town with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

19. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSES:

No travel and/or reimbursable expenses shall be allowed unless specifically stated.

20. LOCATION OF CLAIMS

This Invitation to Bid and all actions thereunder shall in all respects be governed by and interpreted and enforced pursuant to the laws of the State of Florida. Any suit arising out of this bid or the resulting contract shall be brought in Broward County, Florida.

21. EXPENSES AND DELAY

The Town shall have no liability to the bidder for any expenses incurred in response to this Invitation to Bid or for any damages to the bidder for delay or interruption of any services performed under any resulting contract. The bidder's sole and exclusive remedy for any such delay, if any, shall be an extension of the time required or allowed to complete the services. In order to obtain an extension of time, the bidder shall request same of the Town in writing within 24 hours of any delay or interruption.

IF A TABULATION OF BID IS DESIRED, PLEASE ENCLOSE A SELF- ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING YOUR BID.

SPECIFICATIONS FOR ELECTRICAL MAINTENANCE SERVICES

PARTI GENERAL

- 1.1 DESCRIPTION OF WORK: (Scope of work)

 Furnishing the necessary equipment, labor and materials for the performance of the Electrical Maintenance Agreement, utilizing unit price contracting as outlined herein;
 - A. Notify the Office of the Municipal Services Director upon arrival prior to the performance of any service work; obtain signatures from appropriate city personnel verifying the amount of time spent on electrical maintenance, repairs and services in the various buildings or departments.
 - B. Electrical Maintenance Services authorized and approved as needed, at any hour, on any day, when called between 8:00 a.m. 5:00 p.m., excluding holidays, and as outlined below:
 - 1. Emergency service will be available on Christmas, New Year's Day, July 4th, and Easter at any hour at an <u>overtime surcharge</u> above the normal <u>hourly rate</u> for technicians as stated in the bid.
 - 2. Emergency service will be available after hours (when called after 5:00 p.m. and before 8:00 a.m. weekdays) at any hour at the normal hourly rate for technicians as stated in the bid. Only holidays noted above are subject to additional charge.
 - C. Services Provided
 - 1. The Town of Lauderdale-By-The-Sea shall be given preferential service. Service calls will be made the same workday that a work order is issued.
 - 2. Bidder must maintain an office in Broward County and provide response time of one hour or less from the time Contractor is notified by the Town in emergencies.

Dated this day of, 2	2010.
	TOWN OF LAUDERDALE-BY-THE-SEA
	Β̄γ:
	Esther Colon, Town Manager

BID FORM ELECTRICAL MAINTENANCE SERVICES

TO: The Town Of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308

PROJECT TITLE: ELECTRICAL MAINTENANCE SERVICES

BIDDER:

UNIVERSAL ELERMIC OF RIDEIDA, INC.

Bidder's authorized Contact person:

PHILLIP L. KNOVMAN JR.

Telephone:

954)484-5233 coc (954)214-0089

BIDDERS DECLARATION AND UNDERSTANDING

The bidder agrees to furnish necessary equipment, materials, and personnel to perform Electrical Maintenance Services and repairs (emergency and otherwise) for the Town of Lauderdale By-The-Sea (Town) as required. The bidder declares he has used all data which he believes pertinent from the Town and other sources in arriving at his conclusions. The bidder agrees to perform all Electrical Maintenance Services as required on all Town owned or leased properties and equipment, or as directed by the Town.

UNIT PRICE BID

The bidder shall accept, as full payment for the work proposed herein, the amounts and unit prices listed herein during the term of the contract. The prices quoted are for work performed during regular working hours, weekends and after hours. A holiday surcharge as stated herein is the only occasion for which there is an acceptable overtime surcharge above the rate for services performed. Holiday work may or may not be called for by the Town. All bids must be submitted on the prescribed form enclosed herein.

SERVICES PURSUANT TO THIS CONTRACT WILL BE USED FOR ROUTINE AND EMERGENCY MAINTENANCE AND REPAIRS IN AMOUNTS NOT TO EXCEED \$3,000.00 PER OCCURANCE.

ELECTRICAL SERVICES CONTRACT RATES

REGULAR HOURLY RATE

HOURLY RATE FOR SERVICES DURING REGULAR BUSINESS HOURS

JOURNEYMAN \$ 34.75
HELPER \$ 22.75

HOURLY SURCHARGE FOR SERVICES AFTER REGULAR BUSINESS HOURS

JOURNEYMAN \$ 17.00

HELPER

\$_11.00

HOURLY SURCHARGE FOR SERVICES DURING HOLIDAYS AS OUTLINED IN THE CONTRACT

JOURNEYMAN \$ 14.45

HELPEF

10.00

MARK-UP ON MATERIALS AT COST, EXCLUDING SALES TAX, SHIPPING & HANDLING

%<u>15.00</u>

HOURLY RATE FOR THE USE OF A 40' LIFT BUCKET

\$ 30 <u>00</u> per hour

EXPERIENCE OF BIDDER

The bidder states that he is an experienced contractor and has provided similar services within the last 5 years.

(List similar services, with types, names of clients, project costs, and at least three business references, including phone numbers. Use additional sheets if necessary.)

THE SCHOOL BOAND OF BROWAND COUNTY FLORIDA
7720 WEST OAKLAND PAMO BLVD SUITE 323
SUNRISE FL. 33351-6764
TEL: 754-321-0507 (CONTACT: MANK BLAN)
BID # 24-123R ELERMIN AND FIRE ALAMM SENVICE
CIN DE HOLLYWOOD, ROMBA
2600 HOLLYWOOD BLVD.
HOLLYWOOD, FL. 33020
TEL: (954) 921-3552 (CONTACT: LAN SUPERVILLE)
BID # F. 4230-10-15 ELECTRICAL MAINTENANCE + REPAIR
CIN OF CONAL SPRINGS FLORIDA
9551 WEST SAMPLE ROAD
CONDI SPUNGS, PLONIDA 32065
TEL: 954-344-1100 (CONTACT: ARTHUR RESNIK)
BID #05.B-002F LICENSED ELECTRICAL CONTRACTOR
·
SEE ADDITIONAL ATTACHED SHEETS

Universal Electric of Florida, Inc. 6784 N.W. 17th Avenue Ft. Lauderdale, FL 33309 (954)-484-5233 (Tel) (954)-484-5487 (Fax)

Reference Sheet:

General Contractors:

Padula & Wadsworth Const.

Contact: Harry Padula
2100 North Andrews Avenue Ext
Pompano Beach, FL 33039
(954)-974-3262 (Tel)
(954)-974-3272 (Fax)

James A. Cummings
Contact: Eric Enage
3575 N.W. 53rd Street
Ft. Lauderdale, FL
(954)-733-4211 (Tel)
(954)-485-9688 (Fax)

Vendors:

World Electric Supply
Contact: James Laplant
2510 West CopansRd. #100
Pompano Beach, FL 33069
(954)-979-1960 (Tel)
(954)-957-8688 (Fax)

Electrical Supplies, INC.

<u>Contact: Don Farnan</u>
13395 N.W. 107th Avenue
Miami, FL 33018
(305)-702-6001 (Tel)
(305)-702-6004 (Fax)

Current Projects:

Project and Brief Description:

Palm View Elementary, New Multipurpose Building, Re	emodeling, & Site Improvemer	nts 2601 NE 1 st Avenue, I	Pompano Beach, FL
Project Owner: School Board of Broward County			·
Phone Number: (754)-321-1500 Fax: (754)-321-3389			
Project Architect: Zelch & MacMahon			
Phone: (954)-525-0975	ge of Completion:	25%	·
Construction Contract Amount: \$787,150.00			
General Contractor: <u>Hewett-Kier Construction, INC.</u>	Phone: (954)-974	4-3262 Fax: <u>(954)-974-32</u>	<u>72</u>
Project and Brief Description:			
Lincoln Park Elementary, New Elementary School	1919		rales de la companya
2230 Lincoln Street, Hollywood, FL 33020			antino de la composición dela composición de la composición de la composición de la composición de la composición dela composición de la c
Project Owner: School Board of Broward County	e grande de la companya de la compa La companya de la co		
Phone Number: (754)-321-1500 Fax: (754)-321-3389			
Project Architect: BRPH Architects – Engineers, INC.			
Phone: (561)-616-5878 Fax:	Stage of Completion:	45%	
Construction Contract Amount: \$2,145,000.000			
General Contractor: Padula & Wadsworth Construction	Phone: <u>(95</u> -	4 <u>}-974-3262</u> Fax: <u>(954)-97</u>	4-3272
Project and Brief Description:			
Tropical Elementary School, New Food Service Multipurpo	se Building Renovations, and S	Site Improvements.	
1500 SW 66 th Ave, Plantation, FL			
Project Owner: School Board of Broward County			
Phone Number: (754)-321-1500 Fax: (754)-321-3389			
Project Architect: Zelch & MacMahon			
Phone: (954)-525-0975 Fax:	Stage of Completion:	65%	-
Construction Contract Amount: \$831,417.00			
General Contractor: Stiles Construction Co.,	Phone: (954)-627-9	150 Fax: <u>(954)-627-9192</u>	

Page 1 of 1

Updated list of current and completed projects with completion dates and % completed, construction cost

STATEMENT OF NO BID

Note: If you do not intend to submit a bid, please return this form ONLY.

TO: "Electrical Maintenance Services Agreement 2010"
Office of the Town Clerk
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, FL. 33308

We, the undersigned, have declined to submit a Bid on the above noted Invitation To Bit for the following reasons:	id
Insufficient time to respond to the Invitation 1	
Do not offer this service	
Our schedule will not permit us to perform	
Unable to meet spcons	
Specifi molear (F. 3 explain below)	:
Remove L Iderdale By-The-Sea's, "Bidder's Mailing List"	
Other (Please Scify below)	
REMARKS:	
We understand that if a "no bid" statement is not returned, our name may be removed from the list of vendors of the Town of Lauderdale-By-The-Sea.	
SIGNATURE:	
DATE: TELEPHONE:	
BTS Electrical Maintenance Services Agreement 2010	

ELECTRICAL MAINTENANCE SERVICES AGREEMENT

This Electrical Maintenan	ce and Services	s Agreement, mad	e and entered int	o this
day of	, 2010, by a	and between the	Fown of Lauderda	ale By-The-Sea
hereinafter called the "Tow	n" and		, hereina	fter called the
"Contractor."				
WITNESSETH:				
The Contractor, in consideration	eration of the su , hereby agrees	um to be paid to h with the Town as	im by the Town, a	and other good
1. Contractor, as an in the work as authorized materials, tools, laborate authorized services.	ed by written W or, appliances, n	ork Order issued b	by the Town, and s	shall provide all
 All work shall be per applicable federal, stated in accordance with the incorporated herein follows: 	ate, and local rune to contract documents	ules, regulations, la uments (the "Conti	aws, codes, and or ract Documents")	rdinances, and which are fully
and Maintena	Bid and respor nce Services R provided hereund	nse by Contractor Requirements and der.	General Condition Agreement, Agree	ons; Plumbing ement Forms;
No promise or guarantee be procured from Condition during the any services within the	Contractor. Full term of this Con	rthermore, I own ntract, procure the	may, at any time	e, in its sole
Upon completion of the written statements in performed including journal the project, and an ite	dentifying the ob functions for	Work Order num each Work Order,	ber; the nature the number of ho	of the work ours spent on

and for thirty days thereafter.

5.

6.

Town shall make payment to Contractor within thirty (30) days from the date of receipt

Contractor agrees to remedy all defects appearing in the work or developing in the

materials furnished and the workmanship performed under this Contract during any applicable warranty period of materials furnished and during the term of this Contract

of a correct and approved written invoice for payment.

7. The Contractor shall indemnify, defend and hold harmless the Town, its officers, and employees from liabilities, damages, losses, and costs; including, but not limited to, attorney's fees at any level, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct or failure to act of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

In the event that any action or proceeding is brought against the Town by reason of such claim or demand, Contractor shall, upon written notice from the Town of Lauderdale-By-The-Sea, resist and defend such action or proceeding by counsel satisfactory to the Town of Lauderdale-By-The-Sea. The indemnification shall obligate Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at the Town's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the Town, whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation herein shall not be limited in any way by the agreed upon Contract price or amounts as shown in this Contract, nor by the Contractor's limit of or lack of sufficient insurance coverage.

The parties understand and agree that the covenants and representations Contract relating to this indemnification provision shall serve the term of this Contract and continue in full force and effect as to the Contractor's responsibility to indemnify.

- 8. This Contract is for a two (2) year term from the date of execution by the parties. One (1) single-year extension on the same terms and conditions, and at the prices provided herein, is available to Town if Town provides written notice to Contractor two (2) months prior to the Contract expiration.
- 9. In the event Contractor shall fail to perform the work as authorized by Town to the satisfaction of Town, or shall fail to perform the work in accordance with the terms and conditions of the Contract Documents, Town shall have the option (but is not required) to terminate this Contract upon written notice of termination to Contractor.
- 10. Contractor may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto.
- 11. This Contract does not create an employee/employer relationship between the parties. It is the intent of the parties that Contractor is an independent contractor under this Contract and not the TOWN's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.
- 12. Contractor shall provide evidence of insurance to the Town that complies with the insurance laws of the State of Florida, including workers compensation insurance as

required by law, and liability insurance as required in the bid requirements and information, part 1, section 12, page 5.

General Aggregate	\$1,000,000.00
Products-Comp/Op Agg.	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$50,000.00
Med. Expense (any one person)	\$5,000.00

- The Contract Documents as described herein, together with any exhibits, constitute the final and entire agreement between the Contractor and Town and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding this Contract shall be deemed to exist or to bind either party, unless same be in writing, dated subsequent to the date hereto, and duly executed by the party to be charged.
- 14. Should any provision, paragraph, sentence, word, or phrase contained in this document be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.
- 15. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Contract and/arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
- 16. If either the Town or Contractor is required to enforce the terms of this Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature.

Approved As To Form: Susan Trevarthen, Town Attorney	_
Susan rievarmen, remiratemey	

TOWN OF LAUDERDALE BY-THE-SEA, FLORIDA

	Dato:	
Esther Colon, Town Manager		
LBTS Plumbing Maintenance Services Contract 2010		

UNIVERSAL BLAMIC OF PLONIDA INC.

By: Phys D. L. L. Loving In. Title: Physident Print Name

WORK ORDER

WORK ORDER	?			DA	ATE:					
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ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA COUNTY OF BROWARD) : SS)
will be paid to any employees	worn, depose and say that no portion of the sum herein bid of the Town of Lauderdale-By-The-Sea as a commission, or indirectly by me or any member of my firm or by an officer
Sworn and subscribed before me t	By: Juny Juniversal Electric of Florida, INC. 6784 N.W. 17th Avenue Ft. Lauderdale, FL 33309
day of MOKCh, 2	2010

My Commission Expires:

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

		for <u>ELETHICAL</u>	
MAINTENANCE	SENVICE AGREEMEN	T 1010	
	· •		•
This sworn statemer	nt is submitted by <u>เป็นเป็อเ</u> (name of e	SAL <u>ELETALL OF R</u> Intity submitting sworn state	
whose business add	ress is 6784 W.W. 17	H AVE	
FORT LAUDENDALE	E. PL 33309	and (if ap	plicabl
	Identification Number (FEIN	1) is <u>59 1898568</u>	(If
its Federal Employer	Identification Number (FEININ, include the Social Secur	ity Number of the individua	
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its Federal Employer the entity has no FE this sworn statement My name is Phili my relationship to U	Identification Number (FEIN IN, include the Social Secur 261.83.557	ity Number of the individua	I signir

- 4. I understand that a "public entity crime as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be Provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
- I understand that "convicted" or "conviction" as defined in Paragraph 287.133(I)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

- 1. A Predecessor or successor of a person convicted of a public entity crime: or
- 2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the Preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the Provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a Proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent Proceeding before a hearing officer of the State of Llonda, Division of Administrative Hearings. The final order entered by the

hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(signature) 3:30-2010 (date)

STATE OF Florida

COUNTY OF BYOW QYO

PERSONALLY APPEARED BEFORE ME, the undersigned authority, CYISTING ROUNGUZ who, after first being sworn by me, affixed his/her signature in the space provided above on this 3011

(name of individual signing)

day of March, 2010.

1

CRISTINA N RODRIGUEZ

MY COMMISSION # DD933461

EXPIRES October 15, 2013

My commission expires

NOTARY PUBLIC

STATE OF FLORIDA



EPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD 1940 NORTH MONROE STREET TALLAHASSEE FL 32399-0783

(850) 487-1395

KROYMAN, PHILLIP L UNIVERSAL ELECTRIC OF FLORIDA INC 6784 N.W. 17TH AVENUE FORT LAUDERDALE FL 33309

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better, For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly, We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



AC# 383157! STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

EC13001975

06/27/08 078171589

CERTIFIED ELECTRICAL CONTRACTOR KROYMAN, PHILLIP L UNIVERSAL ELECTRIC OF FLORIDA IN

IS CERTIFIED under the provisions of Ch. 489 FS Expiration date: AUG 31, 2010 L08062700753

DETACH HERE

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L08062700753

DATE BATCH NUMBER DICENSE NBR

06/27/2008 078171589 EC13001975 Additional Business Qualification

The ELECTRICAL CONTRACTOR IN Named below IS CERTIFIED Under the provisions of Chapter 489 FS Expiration date: AUG 31, 2010

KROYMAN, PHILETP TO UNIVERSAL ELECTRIC OF 6784 N.W. 17TH AVENUE FLOREDA INC FORT LAUDERDALE FL 33309

CHARLIE CRIST GOVERNOR :

CHUCK DRAGO INTERIM SECRETARY

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000 VALID OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010

DBA:

Receipt #

181-0003166

Business Name:

UNIVERSAL ELECTRIC OF FLORIDA

Business Type:

Owner Name:

ELECTRICIAN/FIRE ALARM CONTRAC

Business Location: 6784 NW 17 AVE

FT LAUDERDALE

33309

Business Opened:

Business Phone:

(954)484-5233

State/County/Cert/Reg:

EC13001975

Exemption Code:

NON EXEMPT

Rooms

Seats

Employees

Machines

Professionals

10 UNITS

	Ni	umber of Machines	For Vend	ding Business Or	nly Vendin	g Type:	
	Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
Ī	\$ 27.00						\$ 27.00

000000000 0000002700 0000001810003166 1001 0

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed on you go have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

UNIVERSAL ELECTRIC OF FLORIDA

INC KROYMAN PHILLIP L JR/QUAL 6784 NW 17 AVE FORT LAUDERDALE FL 33309

2009 - 2010

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATIC Advanced Insurance U/W 250 N. 29th Avenue Collywood, FL 33020 54 416-9712 Universal Electric of Florida, Inc. & Philco Electric of Flori	PRODUCER Advanced insurance UW 3250 N. 28th Avenue Hollywood, FL 33020 954 416-9712 Universal Electric of Florida, Inc. & Philos Electric Electric of Florida, Inc. & Philos Electric Elect	THIS CERTIFICATE IS ISSUED AS A ATTER OF INFORMATION anced insurance UW ON, 29th Avenue (N. 29th Avenue) (N.	THIS CERTIFICATE IS ISSUED AS A MATTER OF PRINCIPATION Advanced Insurance U/W 3250 N. 29th Avenue Hollywood, Fl. 33020 INSURERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTERNO ON ALTER THIS CERTIFICATE DOES NOT AMEND, EXTERNO ON ALTER THE COVERAGE AFFORDED BY THE POLICIES SELOW. HOUSE A 416-9712 INSURERS AFFORDING COVERAGE MAIC # HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTERNO ON ALTER THIS CERTIFICATE DOES NOT AMEND, EXTERNO ON ALTER THE COVERAGE AFFORDED BY THE POLICIES SELOW. HOUSE SELOW. HOUSE SELOW. HOUSE SELOW. HOUSE SELOW HOLDER THIS CERTIFICATE DOES NOT AMEND, EXTERNO ON THE INSURED SELOW. HOUSE SELOW. HOUSE SELOW. HOUSE SELOW. HOUSE SELOW. ANY PETRAN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITIONS OF ANY CONDITIONS OF SUCH POLICIES. AGGREGATE LIMBURY. THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN INSURED TO THE INSURED HAMMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITIONS OF ANY CONDITIONS OF SUCH POLICIES. AGGREGATE DERING SUBJECT OF ALT THE TERMOS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE DERING SUBJECT OF ALT THE TERMOS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE TO MISSING THE ALT THE SUBJECT OF ALT THE TERMOS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE DERING SUBJECT OF ALL THE TERMOS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE DERING SUBJECT OF ALL THE TERMOS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE DERING SUBJECT OF ALL THE TERMOS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE DERING SUBJECT OF ALL THE TERMOS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE DERING SUBJECT OF ALL THE TERMOS. A MY PETRAN THE SUBJECT OF ALL THE TERMOS AND CONDITIONS OF SUCH POLICIES. AGGREGATE DERING SUBJECT OF ALL THE TERMOS AND CONDITIONS OF SUCH POLICIES. AGGREGATE DERING SUBJECT OF ALL THE TERMOS. A MY PETRAN THE TERMOS AND CONDITIONS OF THE INSURED ABOVE TOR	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION		A	CC	ORD. CERTIF	FICATE OF LIA	B	ILITY	INSURA	NCE)ATE (MM/DD/Y) 1/25/10MLA
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Property Coverage:

Special Form, 80% Coinsurance, Replacement Cost, 5% Wind/Hail Deductible, \$1,000 All Other Perils Deductible

Location: 6784 N.W. 17th Aveue, Fort Lauderdale, FL

Building Limit - \$645,750 Contents Limit - \$102,500

Location - 5311 N.W. 22nd Avenue, Tamarac, FL Building Limit - \$324,173 Contents Limit - \$15,375

Inland Marine Coverage:

Scheduled Equipment Limit - \$82,000 Schedule on file with Company Leased or Rented Equipment Limit - \$15,000

Flood Coverage:

Location: 6784 N.W. 17th Aveue, Fort Lauderdale, FL

Building Limit - \$500,000

Deductible - \$500